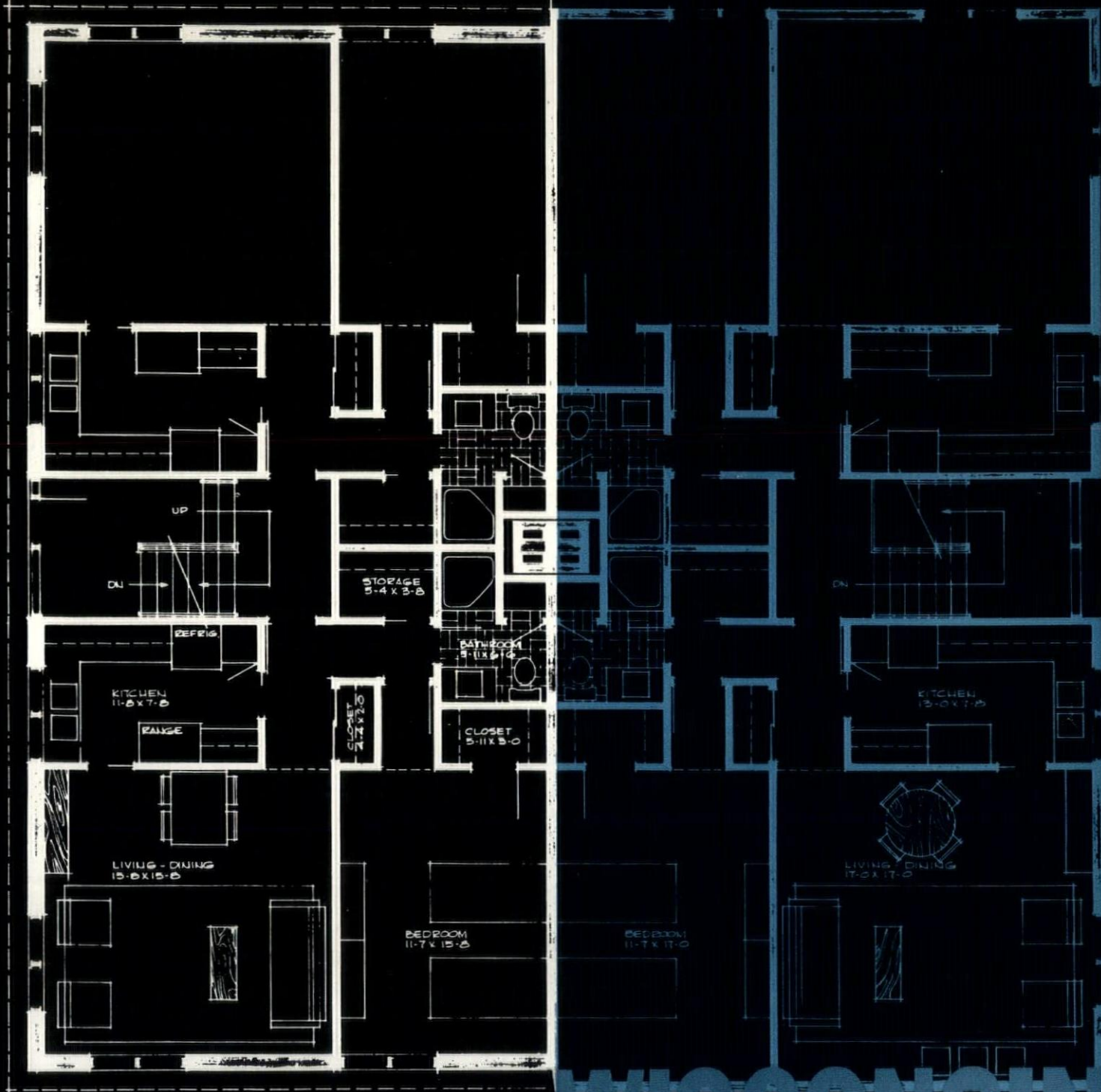


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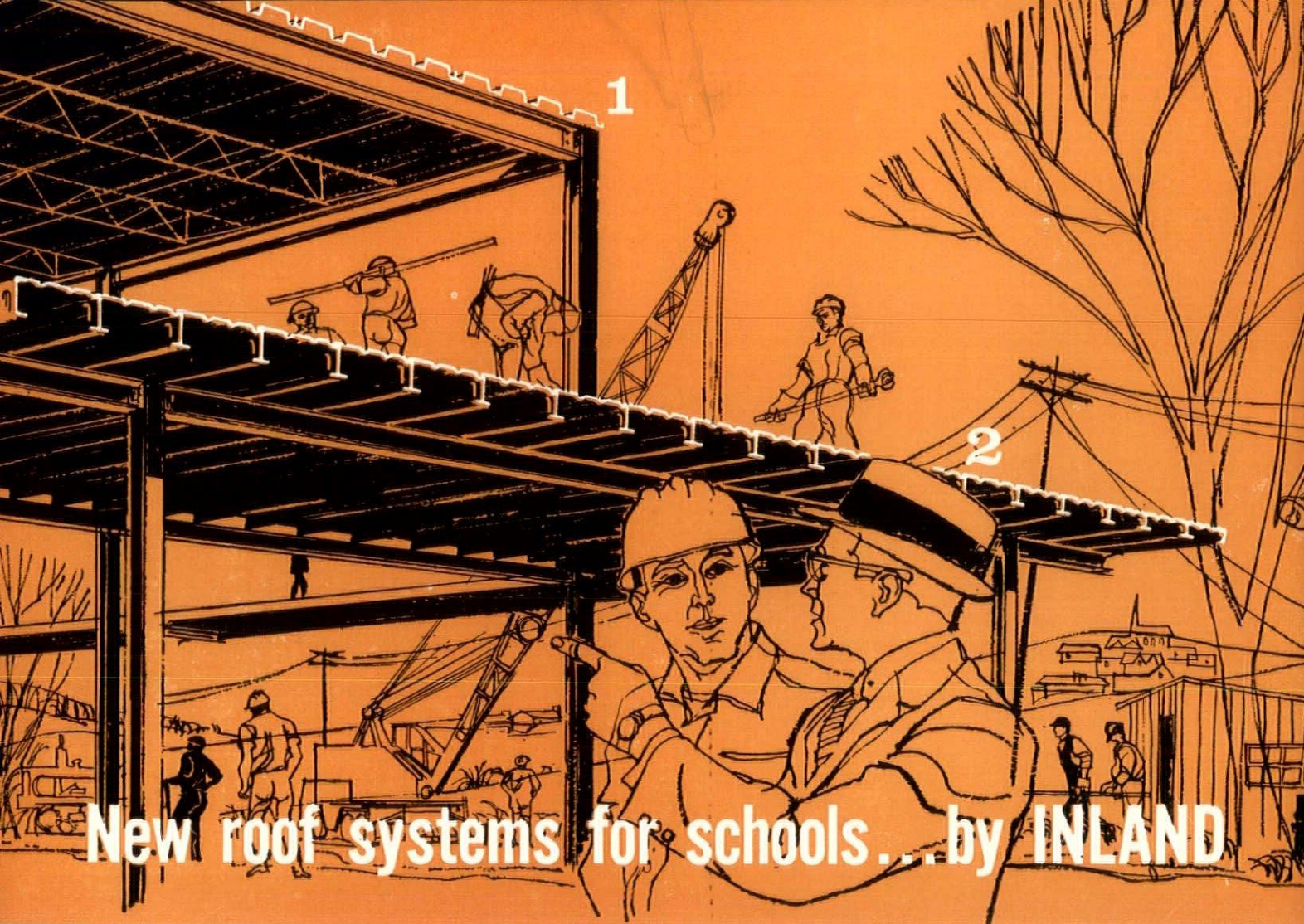
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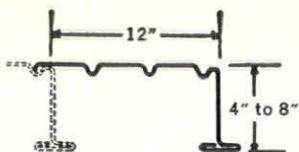
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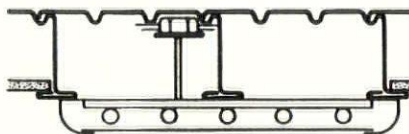
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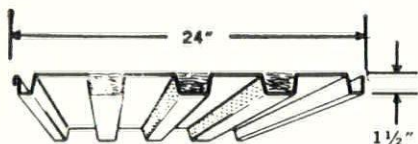
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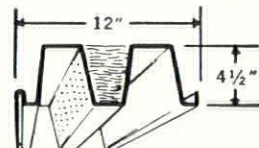
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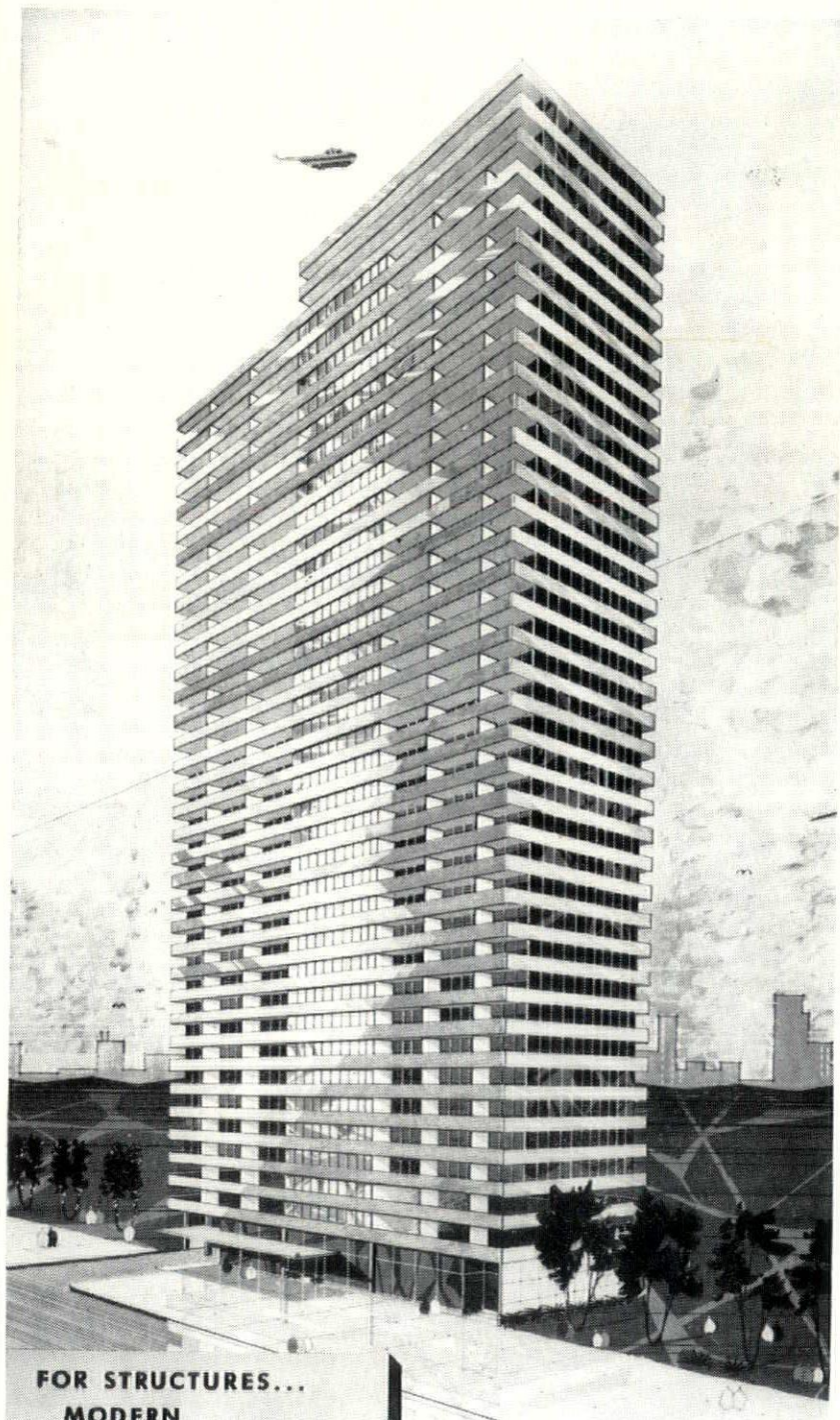
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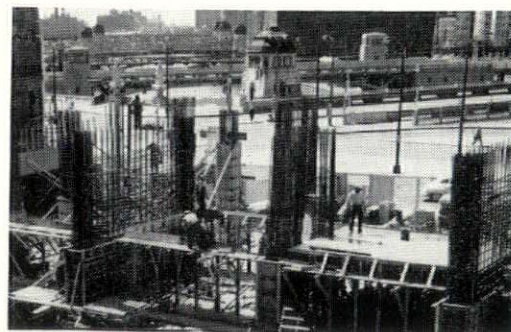
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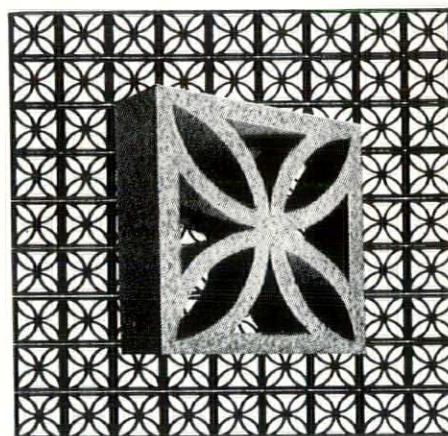
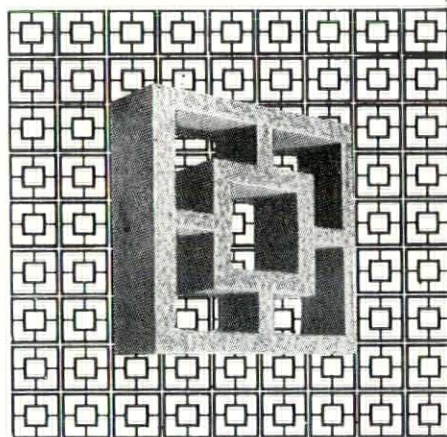
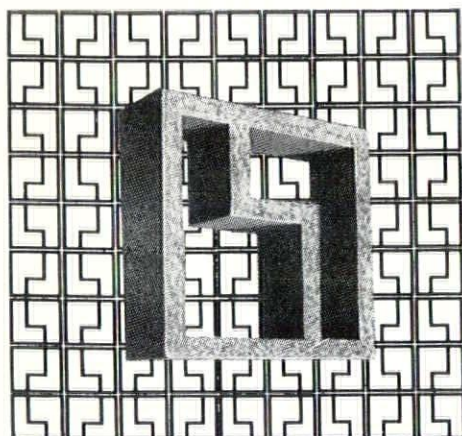
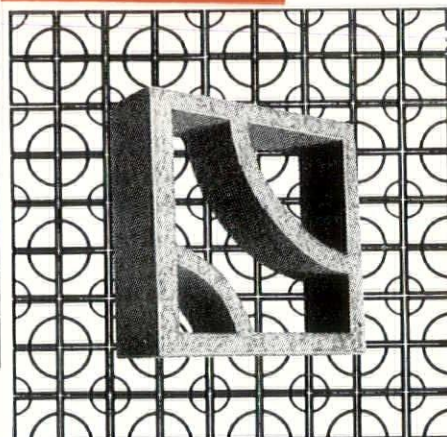
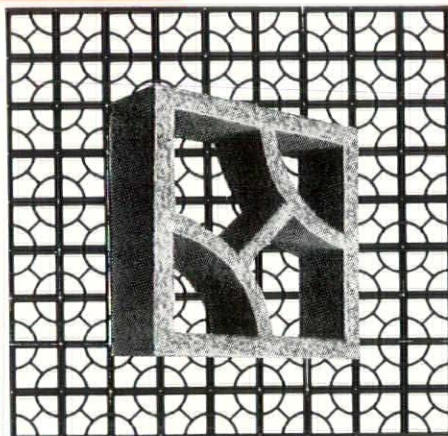
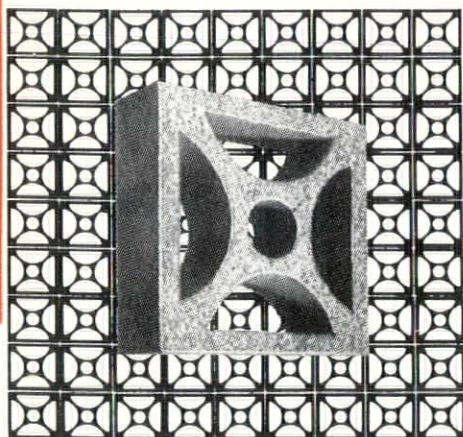


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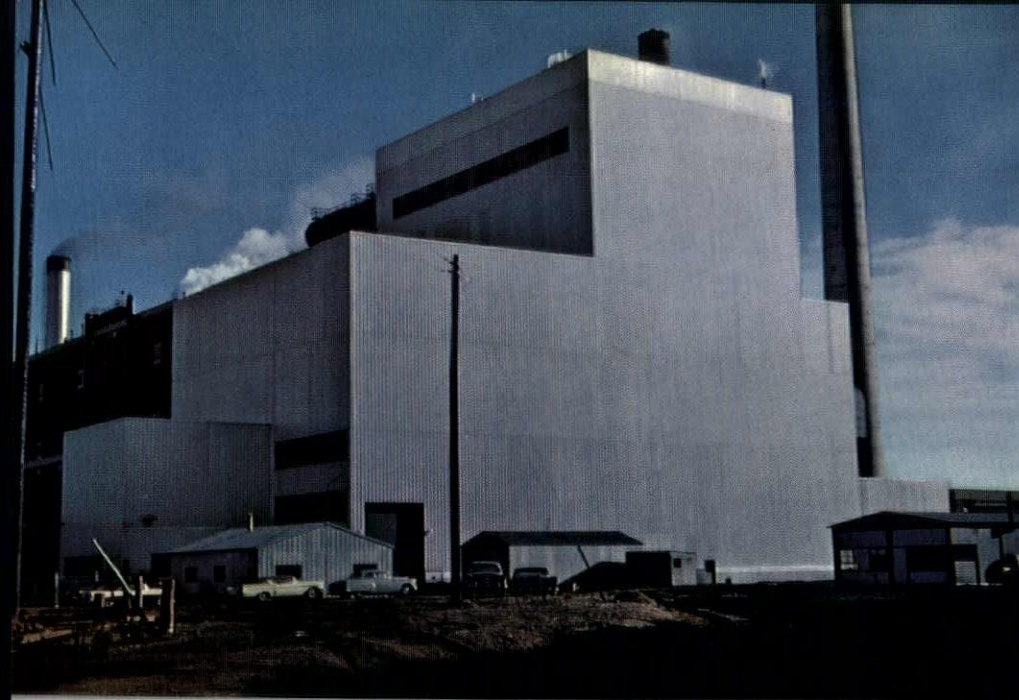


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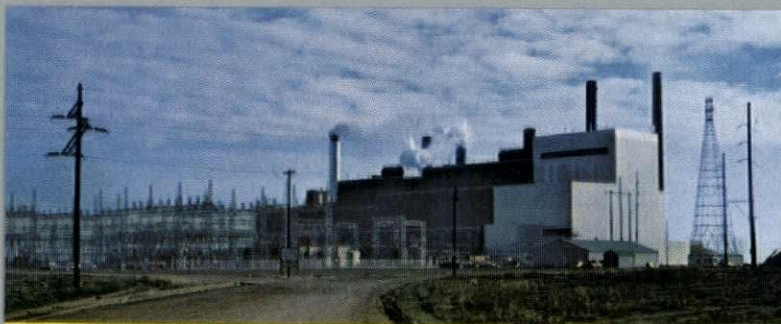
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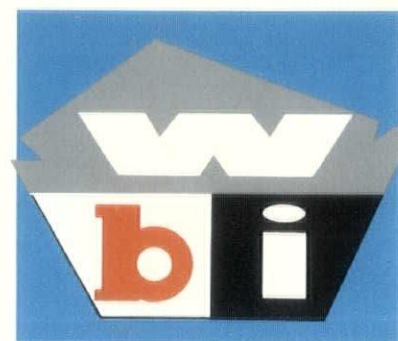


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Preliminary Sketches

With a shout of "eureka" scarcely audible above the conglomerate din of television set, passing cars, disconsolate siblings, and a low flying jet, we arrived the other day at a new scientific law which bids well in its own little way to rank with anything set down by Boyle or Parkinson. To be sure, there are a few equations awaiting the solution of x or the raising of a power here and there to n th, and we have not yet heard from the various academies of science which we felt obliged to let in on our little discovery, but we deem it only a question of time before our Law of Sonic Progression is just as much a topic of conversation around town as is, say, the third law of thermodynamics.

Simply stated, the Law of Sonic Progression posits that *the noise level of any society rises in direct proportion to its degree of scientific development.* In other words, the more advanced the civilization, the noisier it is, and progress can just about be measured in decibel ratings. As a case in point, consider the history of transportation: the sonic repercussions of a man walking barefoot through a forest hardly tickled the ear drums, and even after he was saddled or shod, he scarcely caused a ripple in the general sound level. Oxen bellowed on occasion and carts creaked a bit, but horses on a pavement were several times noisier, and they in turn were tip-toing on feathers compared with the unmuffled explosions of the

Model-T, or the steady roar of expressway traffic, or the screech and rush of city streets, the sound of all of which can readily be swallowed up in the full-blasted roar of the jet-liner.

A corollary of our law is that we have now reached a stage in our development at which "quiet" no longer means "quiet." "Quiet" used to mean a near absence of sound; it now means something much less. Signs in hospital zones say "quiet" when what they really mean is "Don't Honk Any More Than Usual." Hospitals themselves are supposed to be quiet, but anyone who has ever listened to the clatter in the halls at breakfast or dinner times knows that here again the meaning of the word has been denigrated. Libraries were once considered citadels of silence, but on a busy afternoon a barrel of pins could drop without adding to the disturbance there. Court rooms are noisy, too, leaving only churches and the tomb as last refuges from the general hub-bub.

Just how loud is the sound around us? We ran across one of the more graphic presentations of relative sound levels in a small volume recently published by U. S. Gypsum and entitled *Sound Control in Design*. Inside a heavily treated room, the sound level may be near the threshold of hearing, 0 decibels according to a scale in the book, the sound of rustling leaves rates somewhere between 10 and 20 decibels, and from there on everything gets

(Continued on Page 22)

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The Fall of the House of Drivity

Architects' and Engineers' Third Party Negligence Liability

ALMOST 5,000 years ago, under the ancient Babylonian Code of Hammurabi, the forerunner of the Roman *lex talonis* was in vogue. Justice for builders and designers was swift and sure. As a result of the collapse of a building, if a child died, the son of the builder was killed in return; if an arm was lost by a third person, the builder's arm was removed; if a death occurred the builder himself was put to death.

The passing of centuries brought a more dignified and less stringent attitude toward punishment, until under early English law, it became necessary for a contractual relationship to exist between the architect and the owner in order for liability to be incurred by the architect. Today, we have risen from the launching pad of negligence and are again approaching the orbit of the strict liability of Hammurabi, not with retaliatory punishment, but rather with an economic penalty, justification for which is usually made on the basis of the doctrine of spreading the risk.

THE ROLE OF THE ARCHITECT AND ENGINEER

An architect is one who plans and designs buildings and who usually supervises their erection. Virtually all jurisdictions have licensing statutes which require that persons who hold themselves out to be professional architects meet certain standards of competence by fulfilling specific requisites prior to the passing of an examination. The engineers with whom we are concerned here are those engineers who engage in activities similar to architects, and hence the terms architect and engineer will be used interchangeably.

THE AUTHOR (S.B., S.M., 1942, Massachusetts Institute of Technology, M.B.A., 1948, Harvard University) who is completing his study at the Western Reserve School of Law, is also a practicing architect in Cleveland, Ohio.

In examining the legal status of an architect, we find that he wears a coat of many colors. Because of his contract with an owner, we find a principal-agent relationship in existence. With the exception of the setting out of specific goals that the building program must meet, the owner exerts virtually no control over the architect in the execution of plans and specifications; the architect is thus ordinarily thought of as an independent contractor with respect to the preparation of these documents.

In the supervision of the construction, however, he is an agent of the owner, with certain limitations. Some of these may be provided by contract and some may be provided by the common law. A supervising architect may not substitute a sub-contractor, for example, nor does he have authority over the employment or discharge of workmen. He may, however, direct the manner of work, reject unfit materials, and determine what brands of materials shall be used where the specifications are ambiguous. If the architect should exceed the scope of his authority, his acts may be ratified by his employer as in other cases of agency.

Because of the usual contractual provision that the architect shall act as an arbitrator in disputes between the contractor and the owner, the architect under those conditions assumes a quasi-judicial capacity. Because of his capacity when acting as an arbitrator, his immunity has been corroborated in many cases. A number of English cases at the turn of the century followed the general rule that the architect or engineer is the agent and representative of the building owner. Later cases, however, recognized that the architect and the engineer have both a judicial and a ministerial function. The position was then taken that an architect in the role of an arbitrator or quasi-arbitrator is only liable when fraudulent intention is proved, as distinct from negligence alone. Modern courts have held that the architect is in a position where his role as the owner's agent is not adequate to describe the authority with which he is vested.

It is apparent that there are many areas in the course of carrying on a building operation wherein the architect or the engineer is neither agent nor independent contractor nor quasi-arbitrator, but part of each. Courts over the years have had a great deal of difficulty in drawing a fine line of distinction between these various roles. The problem becomes more acute under today's extension of professional liability.

GENERAL TORT LAW

Modern tort law concerning liability to third persons not parties to a contract finds its roots in *Winterbottom v. Wright*. The rule of that case was held for many years to mean that there was no liability of a contracting party to one with whom he was not in privity.

A gradual erosion of that rule began to take place shortly after its inception. Exceptions where liability was found included the seller of chattels who knew that the chattel was dangerous for its intended use, and also instances where the chattel was of a type inherently dangerous to human safety. The famous *MacPherson v. Buick Motor Co.*¹ case put the quietus on the *Winterbottom* rule, at least insofar as chattels were concerned. It was held, in effect, that there was a responsibility on the part of the manufacturer of chattels to the ultimate consumer which rested not upon the contract, but upon the relation arising from the purchase and the foreseeability of harm if proper care in the manufacture were not used.

The present day tendency is to carry the liability of the manufacturer of chattels into the area of strict liability and make him, in effect, a guarantor of his products even though he exercises all reasonable care in their manufacture. All indications are that this extension of liability to third persons will continue insofar as chattels are concerned.

While the liability of other contractors to third parties has not advanced either as rapidly or as extensively as that of suppliers of chattels, the forces which have held the idea of privity seem to be diminishing gradually under the counterattack of social improvement. For contracts other than in the building industry, many courts have held that where there is misperformance of contract, those who furnish labor or services have an obligation of reasonable care for the benefit of third persons who might be endangered as a result of the misperformance.

Liability of the building contractor with respect to third persons has been difficult to fix in past years. Many recent cases, however, have made the distinction between buildings and chattels appear rather flimsy. Thus having extended liability to third persons first in the field of suppliers of chattels, next in the field of other contractors, then in the field of some professionals, and finally in the field of building contractors, the next logical step is being taken in the field of architects and engineers.

LIABILITY AND RIPOSTE

Because an architect's relationship with a construction operation is born out of a contract it is quite natural to find his liability for negligence has grown out of the

(Continued on Page 10)



In Hammurabi's time, about 2100 B.C., an architect who miscalculated had his hand removed.



The architect who failed to please in Caesar's day was required to attend a lion's luncheon.

(Continued from Page 9)

same contract. On that basis it is necessary to examine the architect's duties resulting from his agreement with the owner to design a building and to supervise the construction, when the latter is required.

As in other professions, the architect has a duty to meet professional standards of conduct. He implies that he possesses the skill and ability, including taste, sufficient to enable him to perform the required services reasonably well, and that he will exercise his skill, ability, judgement and taste reasonably and without neglect. The architect has a duty to provide for reasonable strength of the structure, proper materials, character of the construction, and he must keep abreast of the improvements in the industry. The owner, as against the architect, may rely upon the sufficiency of the construction of the building when it is certified by the architect to have been completed in accordance with the plans.

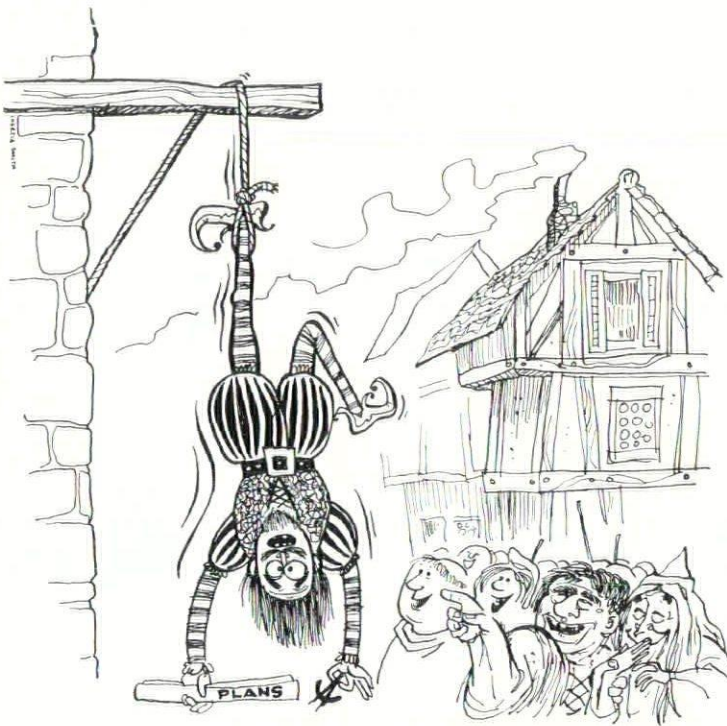
An architect's duty to direct and inspect construction work carries with it the duty to condemn work which he considers unfit. He does not, however, in the absence of a special agreement, imply or guarantee a perfect plan or completely satisfactory results. He is liable only for failure to exercise reasonable care and skill. There is no implied promise that miscalculations may not occur and while the architect implies the use of ordinary skill, he is not an insurer of the accuracy and perfection of his work. He does not profess that his plans will be absolutely perfect. Neither does his duty extend to compliance with statutory regulations for the protection of workmen, although the architect himself is charged with knowledge of the statutory regulations and restrictions governing the erection and use of the building.

Even the owner's approval of the architect's plans before they were used in the construction has been held not to excuse the architect from the exercise of ordinary and reasonable care in the designing and formulating of his plans. Neither does the failure of the contractor to check the plans before using them excuse the architect from the consequences of an error in the plans.

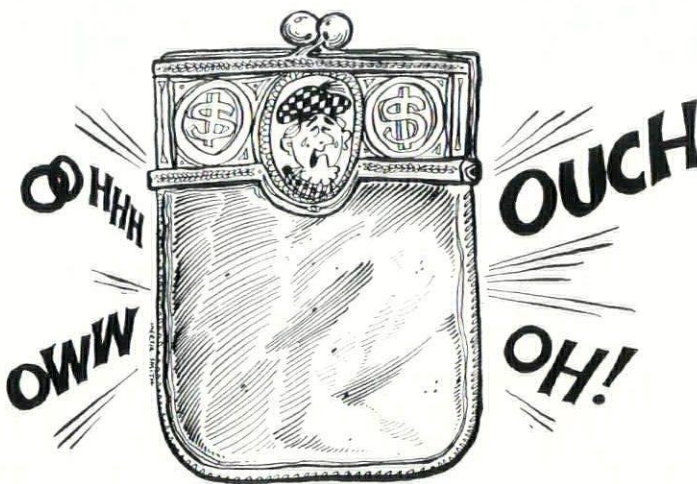
Although the architect's duties are spoken of in broad terms, they are in reality detailed and varied in their scope. An architect may design not only the exterior of a building but the structural members, the heating, ventilating, air-conditioning, electrical equipment, and general mechanical design as well; in addition, he may assist in the letting of the building contracts; he may supervise the construction; he may issue certificates of payment, including a final certificate declaring the building complete according to the plans and specifications. He thus becomes involved in relationships with many and various people in such a manner that it is virtually impossible for him not to violate some measure of an architect's duties, depending upon his interpretation of the word "reasonable." It is probable that because of this tremendously broad scope of contact resulting from the architect's original contract, there has been very little attempt until recently to extend the liability of the architect beyond the parties privy to that contract.

PRIVITY OF CONTRACT

Historically, of course, privity of contract was required before a breach of the architect's duty would create liability to *anyone*. Even though an architect



The architect who goofed in Shakespeare's day was strung by one leg from his own building — and subjected to public ridicule.



Today's architect is hurt through his pocketbook.

is liable to the owner for damages resulting from the architect's negligence, he is not liable where the owner deals with the contractor independently. In the absence of collusion or fraud, there are many cases that have held that a third party not privy to the contract cannot rely upon the contractor's negligent errors or omissions causing damage, in order to hold a party to the contract liable. Cases involving property owners, contractors, and architects, and concerning the issuance of certificates of payment by the architect where these certificates were either negligently or improperly issued to someone's damage, indicate that where the architect is not immune as a quasi-arbitrator, he is liable only to the owner. The classic case of *Derry v. Peek* has been used for many years to show that where there is no fraud, contracting parties are not liable to third persons who are not privy to the contract. The cases are legion that have followed that doctrine; the architect has found immunity in his share. In the well known case of *Geare v. Sturgis* in which a building collapsed and killed a third person, the architect and the contractor were held not liable on the ground that no privity of contract existed between them and the person killed. One additional influential factor was that the building had been accepted by the owner and was therefore under the owner's maintenance and control.

In *Curtin v. Summerset*, the court said that the consequences of holding opposite to the rule requiring privity of contract would be far reaching.

If one who erects a house or builds a bridge . . . owes a duty to the whole world that his work . . . contains no hidden defects, it is difficult to measure the extent of his responsibility and no prudent man would engage in such occupations upon such conditions.

There are a number of cases involving an architect's contractual liability to the owner that have indicated that an owner does not waive his rights against the architect as a result of having accepted a building as a completed structure.

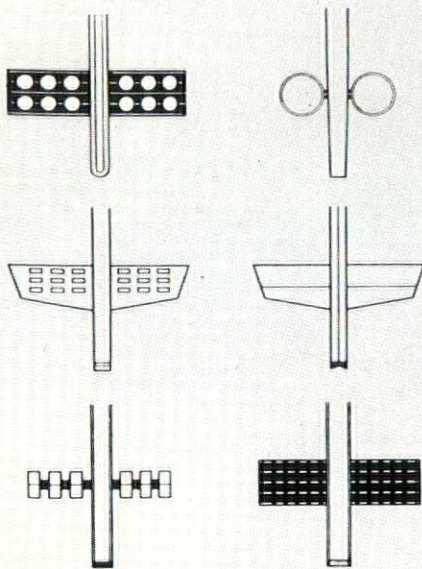
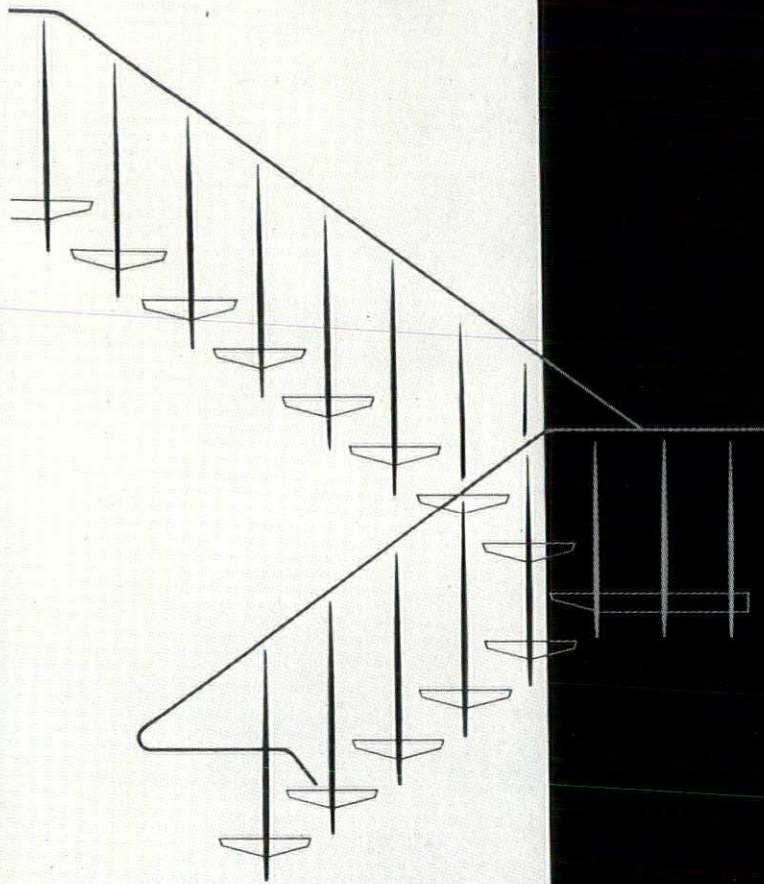
OVERTHROW OF PRIVACY

In all natural evolution the extension of some particular individual change in a chain of events can be almost limitless. Thus it is that the effects of *Glanzer v. Shepard*,² in which a weigher of beans was found liable to a buyer despite the absence of a contractual relationship between them, were felt throughout the genes of liability to third persons in all areas; its effect is even now being visited upon architects and engineers. *The court held that no privity of contract is nec-*

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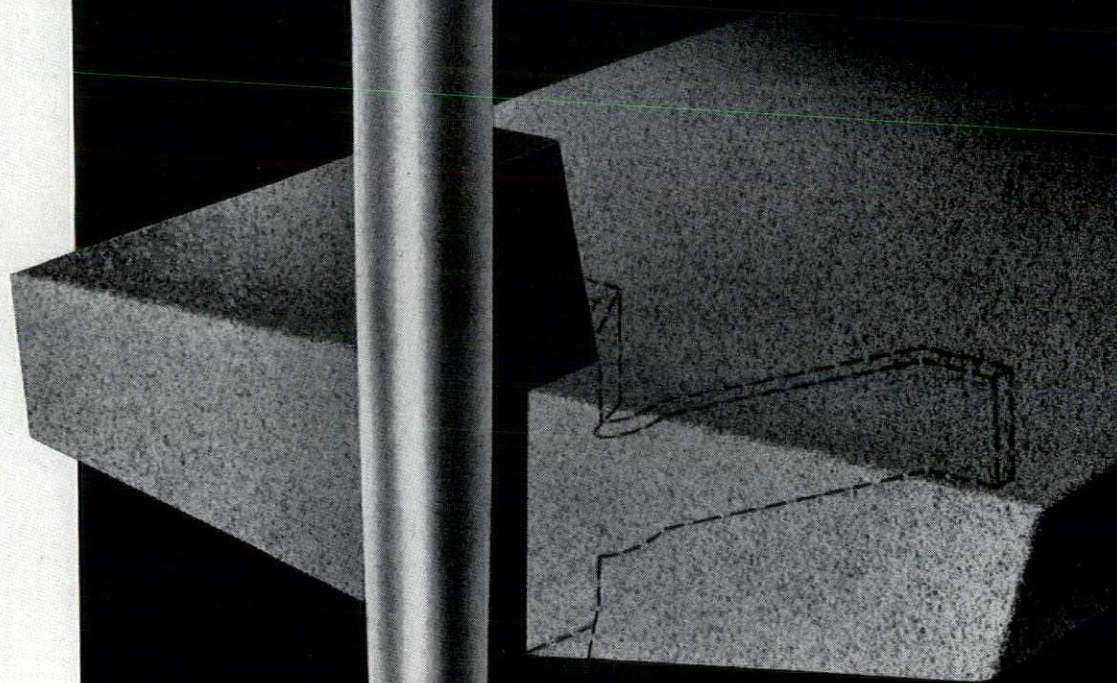
"It's your fault!" "No, it's your fault." With a widening circle of contractors, sub-contractors and suppliers, the architect's responsibility becomes harder to place.



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essary for liability. The principle was adopted that one who follows a common calling, and who serves another, may come under a duty to a second party, even though a third party may give the order or make payment.

With that beginning, cases arose which attempted to find liability to third persons. A pattern in the cases began to appear indicating an awareness that there is no visible reason for the distinction between the liability of one who supplies a chattel and one who erects a structure. A number of cases have reached this conclusion. A recent case, *Inman v. Binghamton Housing Authority*, spells out the prevailing attitude. While holding that the architect was not liable, the court said that the doctrine that holds a manufacturer of an inherently dangerous chattel, defectively made, liable to remote users, is applicable to those who plan and put up structures on real property.

A Pennsylvania court said:

There is no reason to believe that the law governing liabilities should be, or is, in any way different where real structures are involved instead of chattels. The principle inherent in the *MacPherson v. Buick Motor Co.* case and those that have followed it cannot be made to depend upon the merely technical distinction between a chattel and a structure built upon the land.

In cases dealing with the manufacturer's liability to remote users, the stress has always been upon the duty of guarding against hidden defects and of giving notice of concealed dangers. In the *Inman* case, because there was no suggestion that the structure possessed a latent defect or an unknown danger, liability of the architect was not found. Different pleadings might have yielded the opposite result.

More recently in *United States v. Rogers & Rogers*³, a contractor sued the architect for negligence in supervision in that the architect allegedly negligently construed and interpreted reports of tests on concrete and he then negligently approved structures made of that concrete when he should have known that the specifications were not being met. The court stated that California courts no longer followed the common law rule that privity of contract must exist in order for negligent performance of the contractual duty to give rise to liability for damage to an intangible economic interest. Quoting from another case,⁴ the court said:

The determination whether in a specific case the defendant will be liable to a third person not in privity is a matter of policy and involves the balancing of various factors among which are the extent to which the transaction was intended to affect the plaintiff, foreseeability of harm to him, the degree of certainty that the plaintiff suffered injury, closeness of the connection between the defendant's conduct to injuries suffered, the moral blame attached to the defendant's conduct and the policy of preventing future harm.

The court in the *Rogers* case also said:

Considerations of reason and policy impel the conclusion that the position and authority of the supervising architect are such that he ought to labor under the duty to the prime contractor to supervise the project with due care under the circumstances, even though his sole contractual relationship is with the owner. . . . The power of the architect to stop the work alone is tantamount to a power of economic life or death over the contractor. It is only just that such authority exercised in such a relationship carry commensurate legal responsibility.

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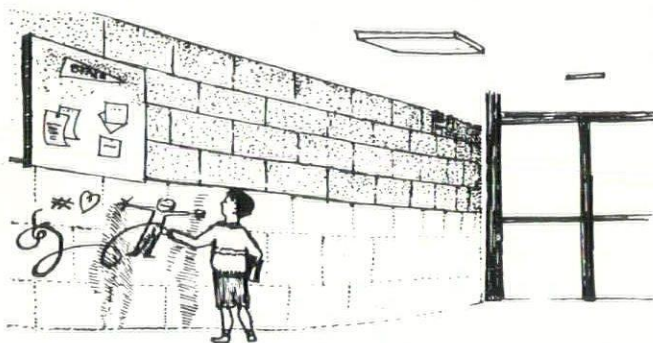
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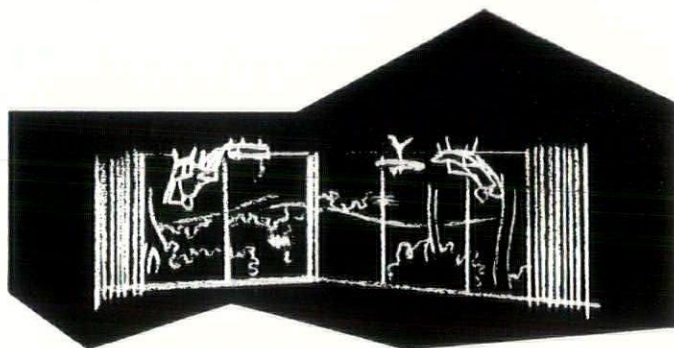
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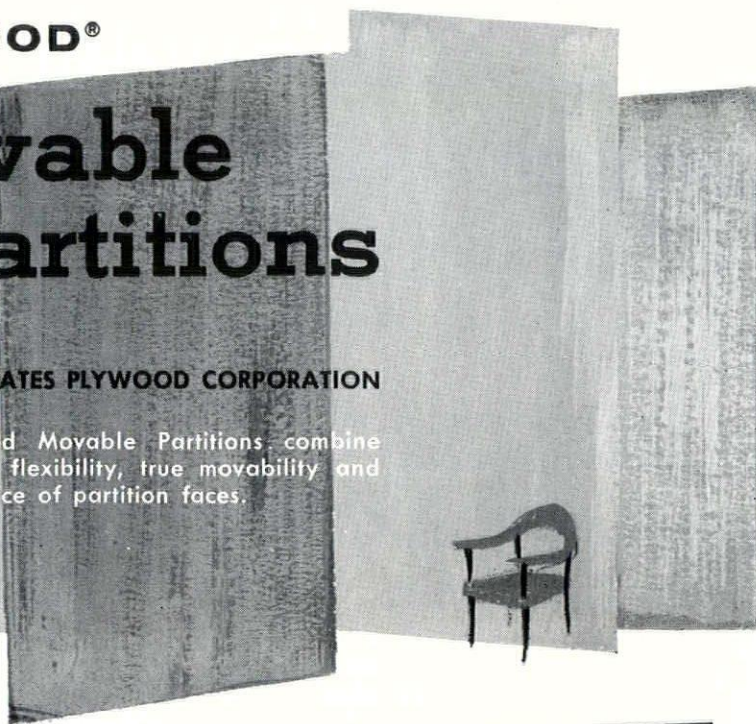
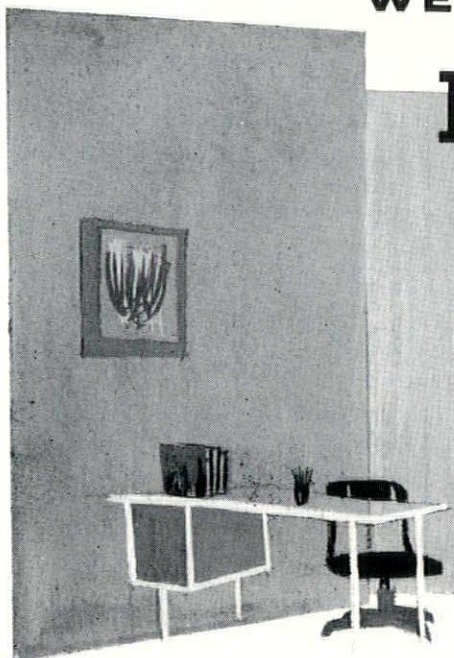
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(Continued from page 13)

The architect's status as an independent contractor would bring him under this now generally accepted doctrine: If a thing constructed is inherently or eminently dangerous, or if the contractor's act results in creating a danger, the probable consequences of which would be injury to persons, other than the owner, who may come in contact with the structure, the liability of the contractor for the consequences of his negligent act is not limited to the owner but extends as well to any third person not a trespasser who receives injury or damage as a direct result of such act.

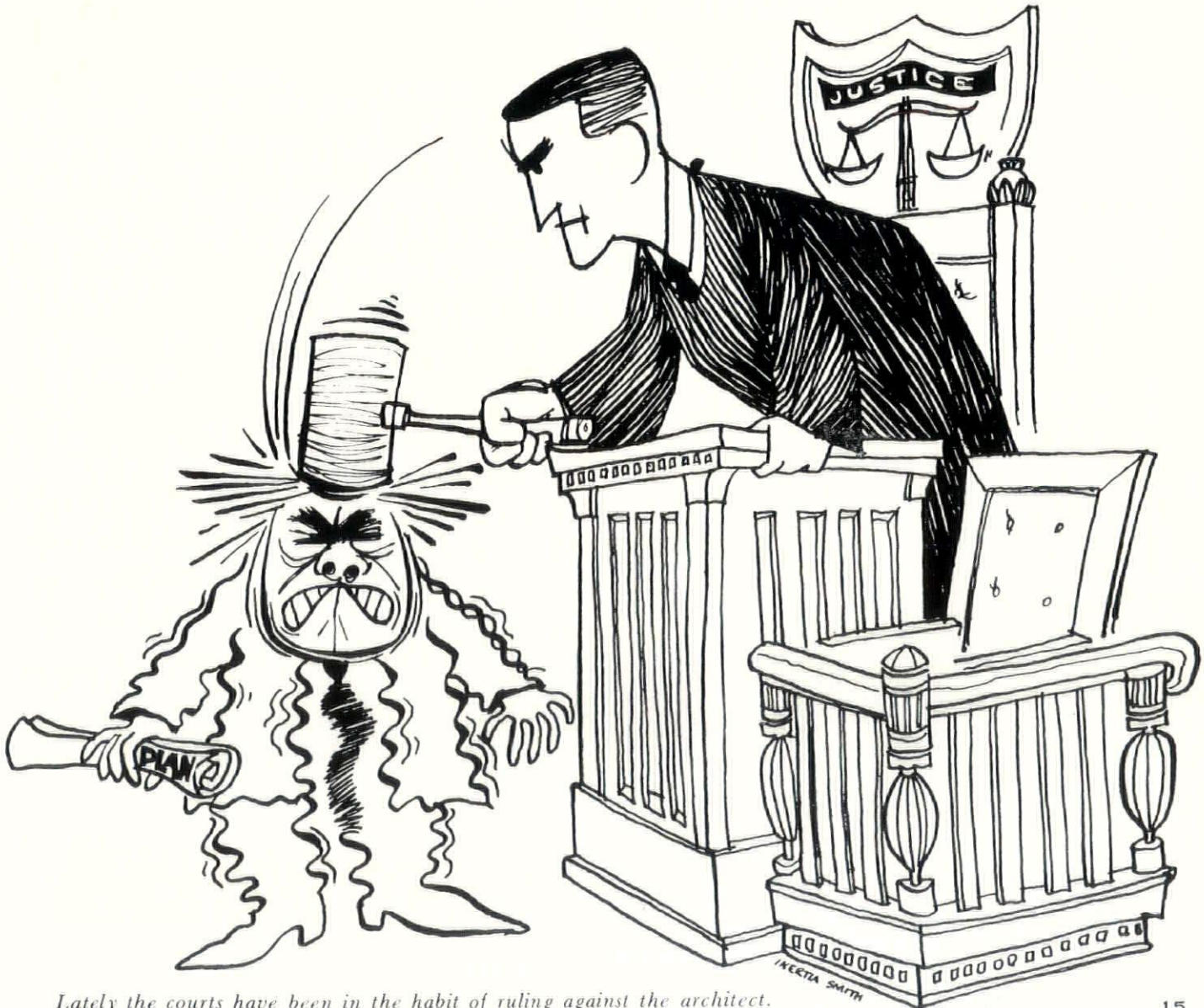
In *Day v. National-U. S. Radiator Corp.*,⁵ an architect was held liable in damages for the fatal injury of a workman who was killed as a result of a boiler explosion. It was alleged that the explosion occurred because the architect had improperly and negligently supervised the job. Although it was conceded that the subcontractor was guilty of gross negligence in the installation of the hot water system to which the boiler was attached, the architect was found liable because he had not noted the improper connection during his supervisory inspections.

Of all the architect's duties, that portion which involves supervision is probably the least understood by courts and attorneys, and is also the area out of which

most litigation will arise. This is the gray area of judgment, as exemplified by the *National-U. S. Radiator* case. How closely may an architect be expected to inspect the work in progress? What are the physical tolerances that can be used as a measure of his legal duty? The necessity for each case to be decided on the basis of its own facts is well recognized; there are, however, some generalizations that can be made with regard to the term "supervision."

As in most areas of misunderstanding, the roots of the weed are firmly embedded in the definitions and accepted uses of the word. Supervision, as is usually explained in a cursory fashion in the owner-architect contract does not mean daily superintendence of the work. Where the latter is required, special provisions are made for a paid representative of the owner to be present on the job site during all working hours. In the ordinary instance, however, no such elaborate arrangements are made. The architect stops at the job site at various intervals, the frequency of which is determined both by the contractor's need for his interpretation of the plans and specifications, and the owner's need for his interests to be protected in that the plans and specifications must be accurately followed. These

(Continued on Page 19)



Lately the courts have been in the habit of ruling against the architect.

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WELCOME ABOARD

New Corporate Members:



PAUL

ROBERT W. KEMP, who has advanced from associate membership. Born in Milwaukee on February 18, 1919. Established own practice in June, 1960. His hobbies are flying and reading. Has had four years active duty in the Air Force, and 14 years in the reserve. Holds rank of Major.

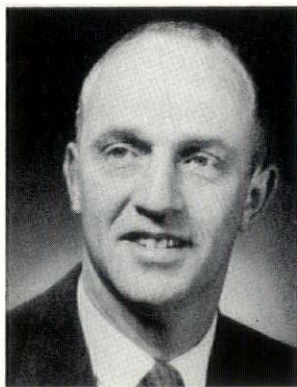
GRANT J. PAUL. Born in Eau Claire on August 4, 1919. B.S. in Architectural Engineering from the University of Illinois, 1947. Established own office in 1953. Since 1959 has been with Paul-Hallbeck-Anderson, Eau Claire. Four years with naval air service. Hobbies: gun collecting (including remodeling and rebuilding); wood-working; sailing.



BRUMMEL

HEINZ BRUMMEL, advanced from junior associate membership. Born July 17, 1927 at Muenster, Westfalen, Germany. Received his architectural degree in 1950 from Staatliche Ingenieur Schule Fuer Brauwesen in Muenster. Worked as an architect in Germany before coming to the United States in 1953 when he joined Herbst-Jacoby-Herbst as a designer-draftsman. He opened his own office in Milwaukee during December of last year.

JAMES R. HALLBECK — Born February 27, 1928 at Olney, Illinois. B.S., 1951, from the University of Illinois. Associated with Grant Paul since April 1, 1958. Became Paul-Hallbeck-Anderson, January 1, 1959. Two years in army. His hobby is outdoor sports.



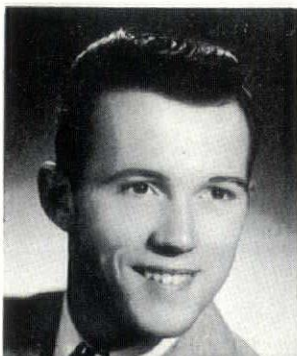
HALLBECK

New Junior Associate Members:

CHARLES E. MILLMANN. Born July 5, 1933 in Milwaukee. Attended Marquette University and the University of Notre Dame. Employed by Mark F. Pfaller Associates. Served two years in the army.

ROBERT A. SCHENNUM. Received his Bachelor of Architecture degree from the University of Southern California in 1958. Also attended the University of Illinois for three years. Served two years in the army. Employed by Kaeser and McLeod, Madison. Hobbies: music, art, swimming and skiing.

RONALD D. HANSCHKE. Born February 1, 1937 in Racine. Received Bachelor of Agriculture degree from Illinois Institute of Technology in 1960. Draftsman with Reddemann-Domann, Inc. Received scholarship from Wisconsin Architects Foundation. Hobbies are golf, sculpturing, and boating.



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(Continued from page 15)

job visits may occur each day at one stage of the construction, and each week at another stage.

Who can say what error or omission by the contractor might cause future injury to a third party and which a reasonable architect might miss, even with daily inspections? Can the architect be held liable for latent defects which cause injury and which he was not astute enough to be able to predict during his supervisory visits? Clearly, these are questions that must be answered by the courts in the future. Some pattern may have begun to take shape, but it is unlikely that attorneys will have an established guide in this area of "supervision" for some time to come.

PROFESSIONAL LIABILITY INSURANCE

A further development in this now rapidly increasing extension of architects' and engineers' liability to third persons is the initiative taken by the professional societies in making insurance available for the protection of architects and engineers. Both the American Institute of Architects and the National Society of Professional Engineers have arranged for insurance policies prepared especially for these two professions. Standing committees of these societies engaged in a comprehensive study of professional liability insurance as it might apply to architects and to engineers in private practice. These studies were carried out over a period of several years, culminating in 1957 with a notification of each member of the availability of professional liability insurance and the reasons for its need. The following statement was made by the chairman of the A.I.A. professional liability committee.⁶

... the committee set about to develop a policy form which would provide the maximum protection for the architectural and engineering professions ... when the new policy was finally written it accurately reflected the wishes of the committee and in many parts the wording suggested by the committee.

Similar statements by officials of the N.S.P.E. complete the professional sanction.

The coverage in these policies is not limited to bodily injury or property damage caused by the accident; full coverage is provided for expenses of defendants in addition to the limit of indemnity; coverage is available for past errors, omissions and negligent acts. Very likely courts and juries will be influenced by the knowledge that this insurance exists, and in line with the general policy of spreading the financial burden for injury over more people, it would seem that third party liability suits will increase in the area of professional engineering and architecture just as it has in other areas.

FUTURE TRENDS

The tremendous increase in population of the United States in the past several years and the promise of its continued increase in the future is indicative of an increasing amount of construction work that will be performed. The construction industry has resisted automation rather effectively and will probably continue to do so, thus indicating that the number of construction employees will increase rather than decrease. With greater numbers of architects and engineers, there will undoubtedly be more and more possibilities for negligence to occur. The effect of the licensing laws on the competence of the architects and engineers will, of course, be felt; it is folly, however, to expect that negli-


gence can be reduced simply on the basis of professional people having met a particular minimum standard required by a license law, even though that standard be raised.

When an injury does occur, it seems proper that even though it arises out of an error in judgment rather than negligence, the one who is injured should have redress against the one whose error in judgement caused the injury. This general trend must be accepted in a world in which opposing ideologies are vying for leadership in giving benefits to the citizenry. It must be expected that a private enterprise economy that is seeking ways to meet the collectivist challenge, will indeed spread the financial burden and the risk so that individual standards may be elevated without the onerous raising of arms in supplication to a paternal government. The method of equalizing the burden through insurance seems to be working well in that regard.

It is interesting to note that the liability of other professional people to third persons has long since been recognized. The accountants, for example, whose financial statements are generally used by third persons, have been in third party litigation over many years. The general rule is that third parties may recover from public accountants on the ground of fraud but not on the ground of negligence. The fact that third party losses

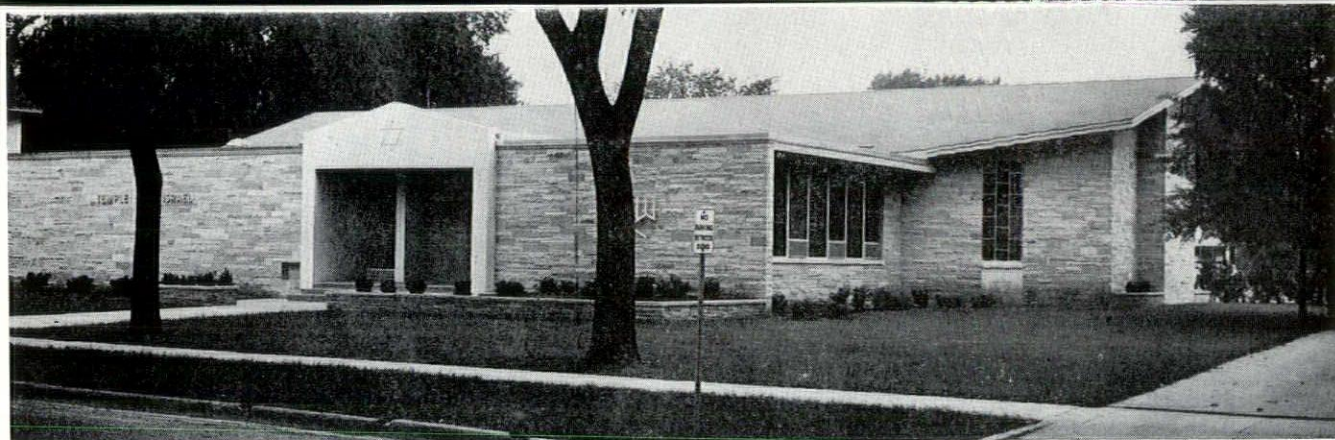
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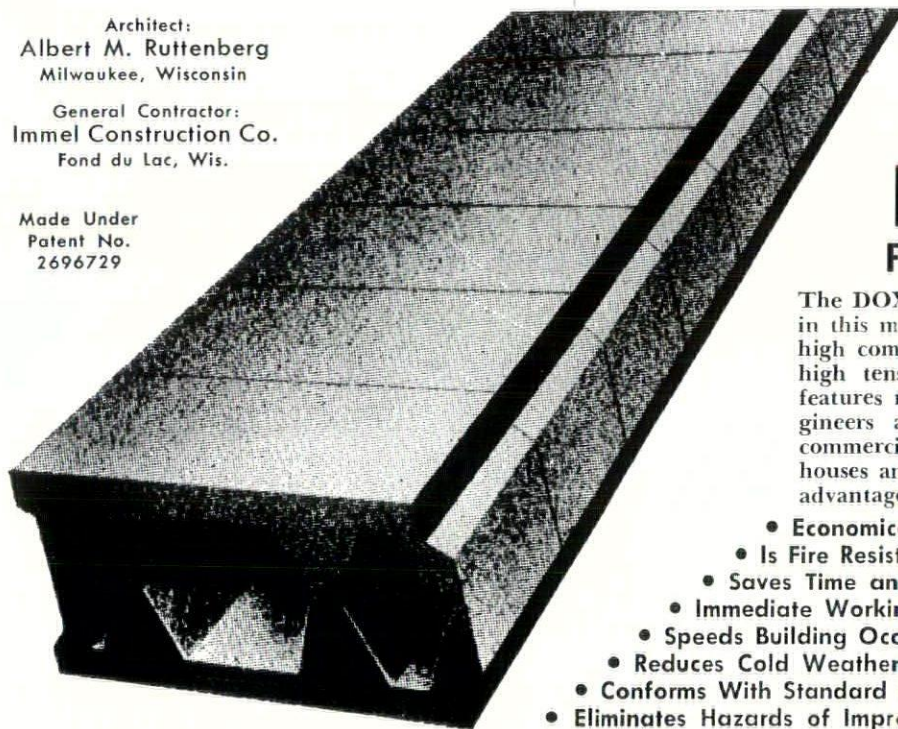


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CHAPTER NOTES

All members of the board of directors were present for the meeting held Sept. 16th at the Cudahy Tower Hotel. The meeting began at 10:00 a.m.

The luncheon guest of the board was a new corporate member, Robert Kemp, AIA.

The building code committee of the Wisconsin chapter reviewed changes in the Wisconsin building code which were to be heard on Sept. 21-22-23. At the recommendation of Committee Chairman Francis Gurda, AIA, the chapter went on record as approving the changes.

The chapter officially commended Richard Perrin, AIA, for his recently published guide book, "Historic Wisconsin Architecture." A chapter award will be presented to Mr. Perrin some time in October.

The meeting adjourned at 4:00 p.m.

* * *

The firm of Graven and Kenney, Madison, has changed its name to Graven, Kenney and Iverson, Architects. The new member of the team is Donald Iverson, an associate member of the Wisconsin chapter.

* * *

Clinton Mochon, AIA, was one of the panelists scheduled to appear at the American-Milwaukee steel conference at Marquette University, Oct. 11th. The conference was sponsored jointly by the American Institute of Steel Construction, Marquette University, and the Engineers Society of Milwaukee.

* * *

Maynard Meyer, AIA, has been appointed by Governor Nelson to a place on the Southeastern Wisconsin Regional Planning committee. He is the only architect member of the group.

* * *

CORRECTION: In last month's Chapter Notes, it was stated that the board had authorized a \$750-\$1,000 expenditure to help defray the cost of printing a revised Standard Specification Outline. This should have read "\$75 expenditure."

* * *

Architects, general contractors, subcontractors and suppliers who attended the joint AIA-AGC-CSI conference in Madison on September 21 hailed the industry conference as a success.

Matters which were discussed included retained percentages, substitute and alternate bids, uniform building components, bid shopping and peddling, time for bid preparation, combined versus separate bids, the neces-

sity of performance bonds, architect liability and other matters of current interest.

Another meeting like it is planned "in about nine months," according to CSI authorities who have agreed to be hosts for the next event.

Those who attended included the following:

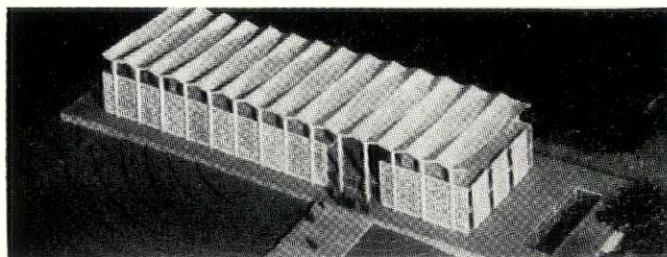
Leslie G. Miller and David F. Miller, Immel Construction Co.; Don H. Smith, Charles D. Smith & Son, Inc.; A. A. Anderson, J. V. Lemberger, Mid-States Concrete Products Co.; Milton B. Findorff & Son, Inc.; R. W. Peterson; R. A. Pinther, D. D. Woodward, Southern Wisconsin Roofing Co.; John F. Hoepfner, Hoepfner-Bartlett Company; H. C. Holtz, Appleton Structural Steel Co.; Harold J. Osborne, Stuart Zwickey, Osborne, Inc.; E. E. Hedrich, Wm. H. Hedrich, Hedrich Construction Company.

Julius Sandstedt, AIA, Sandstedt-Knopp-Yarbo; Alvine E. Grellinger, AIA, F. J. Rose, AIA, Grellinger &

(Continued on Page 24)

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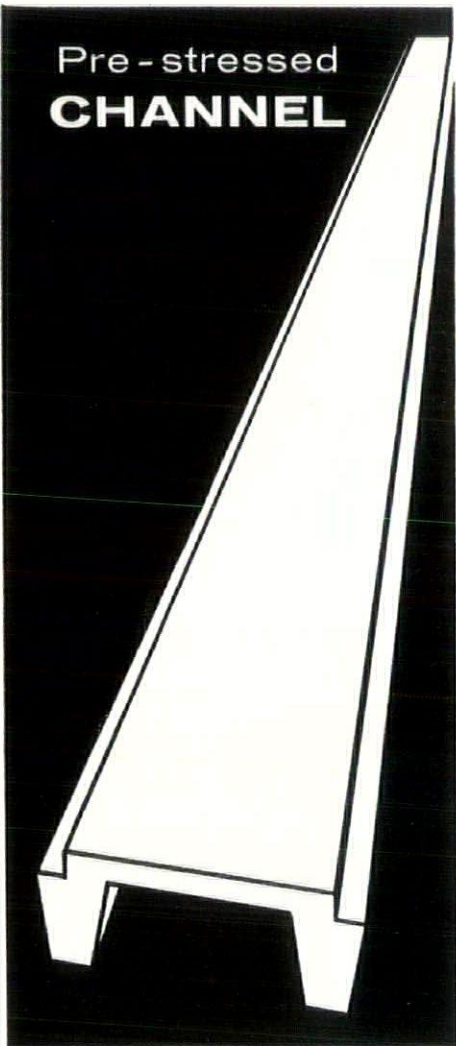
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(Continued from page 7)

louder: ordinary conversation rating 60 decibels, the interior of an automobile 80, a noisy industrial plant 100, artillery fire 120, while jet aircraft soar at the top of the graph with 140 decibels. Small wonder that the authors can state, "Sound is an integral and vital part of any environment. Thus to the architect, it is almost like a building material—a plastic medium which can be molded, directed, manipulated to create the environment that is being sought."

Of course, sound and noise are not exactly the same thing. As the glossary in the book points out, "Noise is any *unwanted* sound." Which, if we had time to make up another law, is probably what accounts for the fact that "Here's my bill" always strikes the ear so much more harshly than the sweet purr of "Here's what I owe you."

* * *

Before it closed earlier this month we took a rambling look at the Milwaukee division AIA exhibit "New Directions in Architecture" at the Milwaukee County War Memorial Center where it had moved after playing a week in the mall at the Mayfair shopping center. Greeting us as we emerged from the elevator was an easel holding a large, glossy placard on which the idea of "New Directions" was expressed in stunning contemporary type by Hellmuth, Obata and Kassabaum. "Architects who practice architecture by formula, even such presently accepted formulas as functionalism, mannerism, structuralism, or brutalism—are not in 'New Directions'"; we read, "because they are tying their own hands at the very time when, to be effective, they should be free. Architecture is, after all, art, and those who produce it should be artistic thinking in original ways."

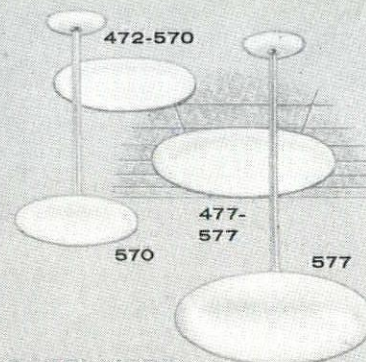
After following the photos and drawings of recent works by such national figures as Gruen, Yamasaki, and Gropius, together with examples of designs closer to home by perhaps a dozen Wisconsin architects, we talked to Harry E. Patterson, Jr., who was in charge of the exhibit for the Milwaukee division of the Wisconsin chapter. "Although the weather was against us," he said, "the exhibit did quite well at the shopping center. At least, a lot of people looked at it, and we overheard quite a few saying they had come to take a peek because someone else had seen it and told them it was worth seeing. There weren't too many questions about architecture asked at our booth, however, but I think that was because in a shopping center most people are in a hurry and don't have too much time to stop and talk."

(Continued on Page 26)

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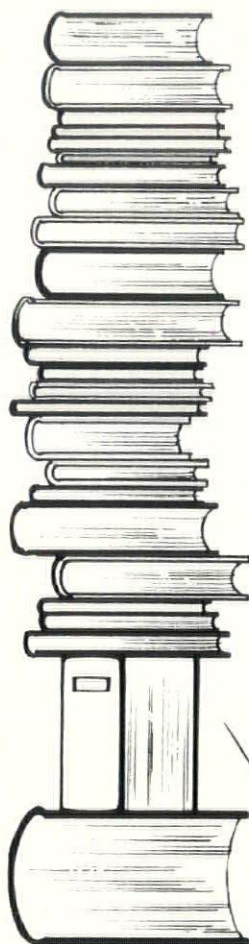
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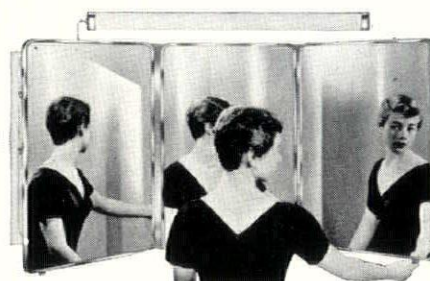
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3657	Triple	48 x 24" Plate Glass S.S. Frame	47 3/4" 19 3/4"	3198	2 ea. J-2	780
3667	Twin	32 x 24" Plate Glass Frameless	30 1/2" 19 3/4"	2132	1 ea. J-2	750
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4157	Twin	32 x 22" Plate Glass Frameless	31 1/2" 18 1/4"	2064	1 ea. J-1	750
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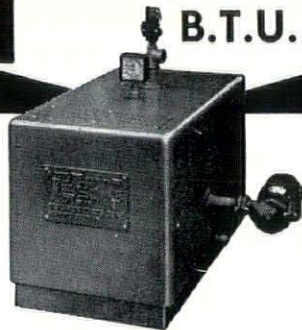
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(Continued from Page 21)

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* * *

An informal setting for a more relaxed mood has been chosen for the 1961 convention of the Wisconsin Chapter, AIA. The meeting will be held on April 12-13 at Lake Lawn Lodge, Delavan. Chapter officials say that a program of outstanding speakers has already been scheduled for the affair, although the names will not be announced until later.

Exhibit space will soon be sold for the convention. It has also been announced that one of the A.I.A. members visiting the convention exhibits will win as a prize a week-end in New York including accommodations at a top hotel and orchestra seats at two theatrical hits.

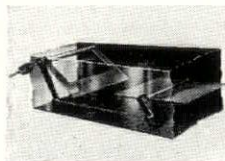
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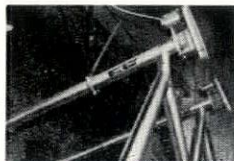
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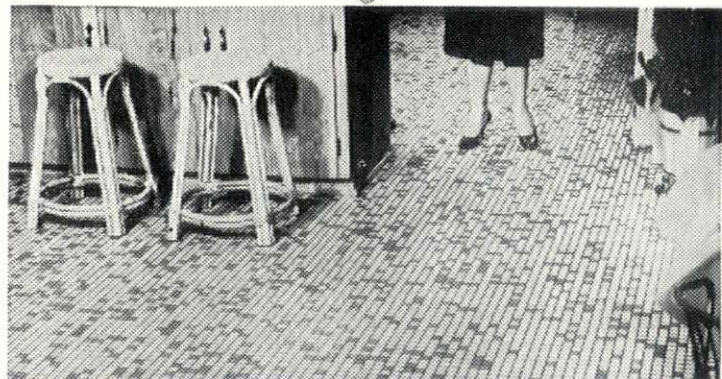
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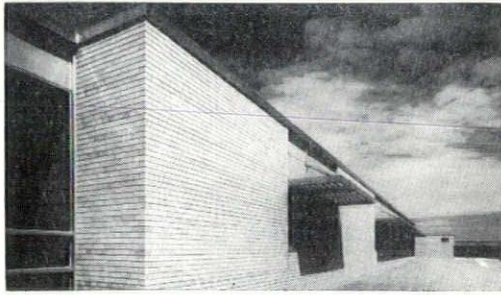
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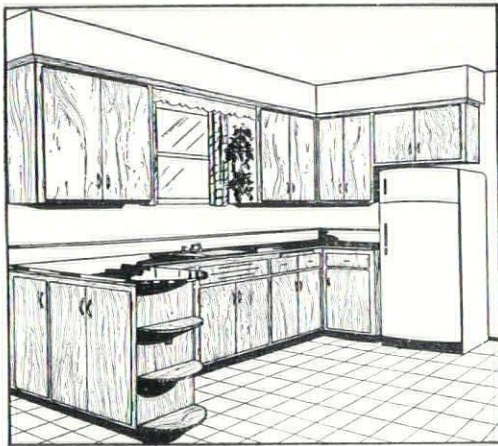
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(Continued from Page 19)

resulting from auditors' negligence are normally of a financial nature seems to have some influence on the decisions. In the case of an architect or an engineer where personal injury and death can occur as a result of the architect's negligence, it seems the stringency should have been much greater and liability should have arisen much sooner.

A further factor worthy of consideration is the inability of the architect to once again become the Master Builder of the middle ages. The construction of a large modern building reflects so many facets of technology that the architect, who must of necessity become involved in them, finds it increasingly difficult if not a virtual impossibility to maintain competence in them all. The architect hires specialists in these areas — engineers for structural, acoustical and mechanical design — but even though the responsibility might extend to these sub-agents, the architect remains the supervisor and must of necessity protect himself accordingly. Further, this ever widening extension of the architect's duties indicates the increased possibilities in the future of an error in judgment which might result in injury to a workman, or an occupant of the building.

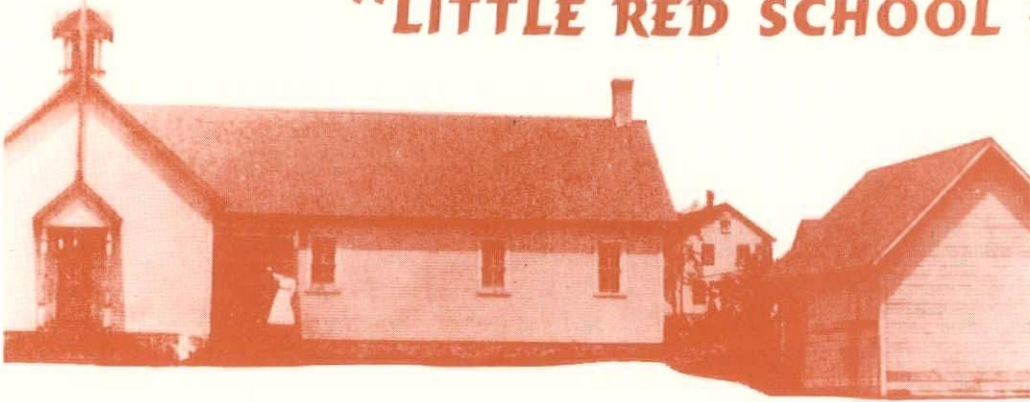
These factors all point to an assuredly increasing tendency to find architects and engineers liable for injuries to third parties resulting from professional negligence.

As an epilogue to the drama, it seems discreet to consider the possibility of a lowering of professional stature through the medium of increased liability. Time was when a professional man was thought of not only as a master in his particular area of knowledge, but also as a man of stature to his clients and to the public in general. If he is to be held increasingly responsible for his errors in judgment, then the one time exalted status of the professional man is reduced to that of any other business entity. Perhaps this is as it should be. It follows that those who lean toward the professions, whether they be doctors, lawyers, architects or others, should recognize a new tenet: the paths of professional glory lead but to liability.

(Continued from Page 26)

Remember last issue in this column how we remarked that we had some pretty sharp-eyed readers, two of whom identified otherwise unidentified persons in a photo taken at the 10th annual convention of the State Association of Architects held in 1941? Well, it now turns out that someone around here wasn't quite as sharp-eyed as our readers, having written that one of the identifiers was Donn Hougen, A.I.A., which was not quite the case. Our correspondent was Douglas T. O'Donnell, office manager for Donn Hougen in Marshfield, and he it was who recognized a face in the photo as that of his former employer, the late Gustave A. Krasin, a correction we're happy to make along with the announcement that our own man is at present accepting bids on a new set of glasses.

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TO THE POINT

WANTED: MORE PEOPLE WHO CARE ABOUT FIRE SAFETY IN SCHOOLS

In Spite of the tragic fire at Our Lady Of Angels School several years ago, and the rash of safety measures that followed, the ugly truth is that 36,500 schools, housing 9,700,000 children, are still below minimum safety standards. Another 30,000 schools, accommodating about the same number of students, have had absolutely *no* fire safety improvements. The National Fire Protection Association notes that one of the most important factors in fire safety for schools is provision for adequate evacuation time.

Officers of the National Steel Door and Frame Association recently left us with some urgent thoughts on safe evacuation of schools in fire emergencies. They point out: "No school is adequately protected against fire emergency without appropriate stairwell enclosures to confine fire to its point of origin. It is the rapid spread of fire that takes lives, when evacuation routes are cut off." If you are interested in fire safety for schools, write for the *Overly Fire Doorater*—a complete reference on fire doors and Fire Barriers for school protection.

* * *

To Get Your Money's Worth in preparing your specifications, it pays the architect to use modern, accurate terms. When special products such as spires or fleches are to be fabricated, specifying the product by its real name, rather than calling it built-up roofing or sheet metal, can frequently save the architect the mark-up of another middleman.

* * *

One architect's discovery is passed on here as a word to the wise: When an architect accepts a "stock package" as equal to a custom product specification, chances are he is losing on quality. If the stock product was acceptable to architects and owners, it should have been specified that way from the beginning. When the substitution is made at some later time, the building owner rarely receives full credit for the substitution.

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"To The Point" is published by the Overly Manufacturing Company for the express interest of the architectural and building professions. Your comments are welcome and will be discussed anonymously in this column. Write: H. W. Wehe, Jr., Executive Vice President, Overly Manufacturing Company, Greensburg, Pa. Other Overly plants at St. Louis, Mo., and Los Angeles, Calif.

Architects Competition

Architects, builders and homeowners can gain national recognition and honor for their outstanding houses in the sixth annual Homes For Better Living Awards program, sponsored by The American Institute of Architects, in cooperation with *Life* and *House & Home* magazines. The purpose of the program announced by AIA President Philip Will, Jr., is the encouragement and recognition of good design and sound construction in housing.

Any house or garden apartment (walk-up), designed by a registered architect, and built in any of the 50 states since January 1, 1958, is eligible for entry. In the five previous awards programs, more than 2,000 houses have been considered by the judges and nearly 100 honored with awards.

Awards will be made in three categories: 1) Custom-built houses, designed for a specific client, 2) Merchant-built houses, built for sale, and 3) Garden apartments, built for rental or for sale as cooperatives. This is the first year that apartments have been included, reflecting the rapid growth of rental housing during the past few years. Estimates of new rental units built during 1960 range as high as 225,000.

Award winning houses will be announced during the AIA Convention in Philadelphia in April, will be published in *House & Home* and will be exhibited throughout the U.S. In addition, a selection will appear in *Life*. Deadline for entries is January 27, 1961.

Entry blanks may be obtained by writing The American Institute of Architects, 1735 New York Avenue, N. W., Washington 6, D. C., or *House & Home*, Time-Life Building, New York 20, N. Y.

PRELIMINARY SKETCHES (Continued from Page 22)

"The idea for the exhibit was our own and we wrote away to the various firms asking for presentations that would be the most representative of new directions in architecture. In addition, about a dozen or so local architects presented examples of their work. This might be one of the first times that an exhibit of this kind has shown work on both a national and local level.

"What we are trying to do was to expose the general public to some of the current ideas in architecture. We felt that this was one of the best ways to get people to understand the job of the architect, and it should help to make his job easier on the local level by helping people to adapt to a freer attitude among architects."

"The New Direction is control," we read on the easel as we waited for the elevator, "control as the architect, still in command, leads the building off the drawing board and into reality.

1. 217 N.Y. 382, 111 N.E. 1050 (1916).
2. 233 N.Y. 236, 135 N.E. 275 (1922).
3. 161 F. Supp. 132 (S. D. Cal. 1958)
4. *Biakanja v. Irving*, 49 Cal.2d 647, 650, 320 P.2d 16.
5. 147 So. 2d 104 (La. Ct. App. 1959).
6. *Smay*, *A new Look at Professional Liability Insurance*, Journal of the American Institute of Architects, Dec. 1957.

(Continued on Page 28)

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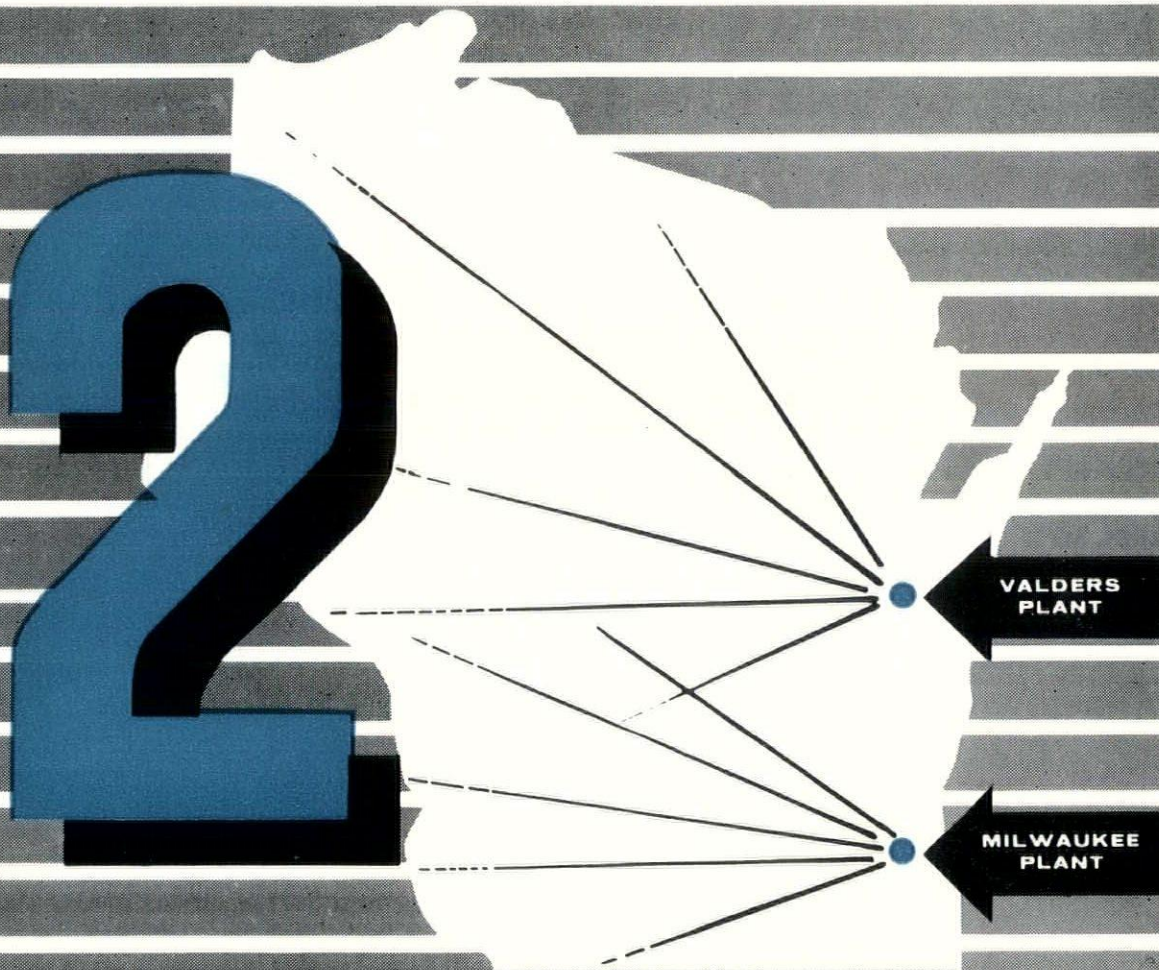
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